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DATE: February 27, 2006

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| U.S. Patent and Trademark Office | | |

FROM: Kevin J. Zimmer PHONE: (858) 550-6074 REPLY FAX: (858) 550-6420

RE: In re Application of John B. Groe
Serial No.: 10/051,762
Filed: January 16, 2002

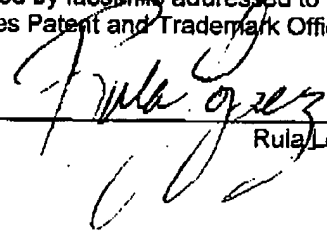
Confirmation No.: 5545
Group Art Unit: 2685

Old Docket No.: 110
New Docket No.: SECO-005/01US

| | |
|-------------------------------------|----------------------------|
| NUMBER OF PAGES, INCLUDING COVER: 7 | CLIENT NUMBER: 304014-2058 |
| ORIGINALS TO FOLLOW: No | REQUESTOR #: 2208 |

MESSAGE:

I hereby certify that this correspondence is being transmitted by facsimile addressed to Commissioner for Patents, Facsimile Number (571) 273-8300 at United States Patent and Trademark Office, Alexandria, VA 22313-1450 on February 27, 2006.

By: 
Rula Lopez

Attachments: Power by Assignee w/attached Assignment (5 pgs.)
Change Of Correspondence Address (1 pg.)

Attorney Docket No. SECO-005/01US
(304014-2058)

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FEB 27 2006

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of John B. Groe

Confirmation No.: 5545

Serial No.: 10/051,762

Group Art Unit: 2685

Filed: January 16, 2002

Examiner: Lana N. Lee

For: VARIABLE-GAIN LOW NOISE AMPLIFIER TO REDUCE LINEARITY
REQUIREMENTS ON A RADIO RECEIVER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CHANGE OF CORRESPONDENCE ADDRESS

Please direct all future correspondence to:


Customer Number: 23419

Dated: February 27, 2006

Cooley Godward LLP
ATTN: Patent Group
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155
Tel: (650) 843-5000
Fax: (650) 857-0663

Respectfully submitted,
COOLEY GODWARD LLP

By:


Kevin J. Zimmer
Reg. No. 36,977

Rev. 02/27/2003

Attorney Docket No. SECO-005/01US
(304014-2058)

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CENTRAL FAX CENTER PATENT
FEB 27 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of John B. Groe

Confirmation No.: Unknown

Serial No.: 10/051,762

Group Art Unit: Unknown

Filed: January 16, 2002

Examiner: Unknown

For: VARIABLE-GAIN LOW NOISE AMPLIFIER TO REDUCE LINEARITY
REQUIREMENTS ON A RADIO RECEIVER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- ☒ [X] An assignment document, a copy of which is enclosed herewith:
- ☐ [] An assignment previously recorded in the U.S. Patent and Trademark Office at Reel _____, Frame _____.

485333 v1/SD

Attorney Docket No. SECO-005/01US
Application Serial No. 10/051,762
Page 2

Please direct all telephone calls and correspondence to:

Cooley Godward LLP
ATTN: Patent Group
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155
Tel: (650) 843-5000
Fax: (650) 857-0663

CUSTOMER NUMBER: **23419**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 2/15/06

Signature: 

Name:

John B. Groe

Title:

Chief Technology Officer

Company:

Sequoia Communications

Rev. 5/17/2003

**Attorney Docket No: SECO-005/01US
(304014-2058)**

PATENT**ASSIGNMENT**

John B. Groe, residing at 12952 Camino del Valle, Poway, California 92064, (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled VARIABLE-GAIN LOW NOISE AMPLIFIER TO REDUCE LINEARITY REQUIREMENTS ON A RADIO RECEIVER, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 10/051,762, and filed on January 16, 2002.

WHEREAS, SEQUOIA COMMUNICATIONS, a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 10805 Rancho Bernardo Rd., Suite 200, San Diego, California 92127, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague

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Rev. 5/17/2002

Attorney Docket No. SECO-005/01US
Page 2

Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;

- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) - (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

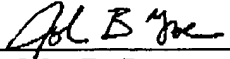
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The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 2/15/06

By: 
John B. Groe

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